

**FISHER & PHILLIPS LLP**

430 Mountain Avenue

Murray Hill, New Jersey 07974

telephone (908) 516-1050

Facsimile (908) 516-1051

email: [dstrand@laborlawyers.com](mailto:dstrand@laborlawyers.com)

Attorney of Record: David E. Strand (DS4129)

Attorneys for Defendant Samuel Snelborough

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

<p>ANTOINETTE NOAH,</p> <p>Plaintiff,</p> <p>-vs-</p> <p>CONTINENTAL AIRLINES, INC. and SAMUEL SNELBOROUGH Individually and as an Aider and Abettor,</p> <p>Defendants.</p>	<p>Civil Action No. 08-cv-6692 (BSJ)</p> <p><b>DEFENDANT SAMUEL SNELBOROUGH'S ANSWER AND AFFIRMATIVE DEFENSES</b></p> <p>Electronically filed</p>
---	---

Defendant Samuel Snelborough ("Snelborough"), by and through its attorneys, Fisher & Phillips LLP answer the Complaint of plaintiff Antoinette Noah ("Plaintiff" or "Noah"), as follows:

**INTRODUCTION**

1. Except to deny that Snelborough's actions caused plaintiff any harm or damage, Snelborough neither admits nor denies the remaining allegations contained in paragraph 1 of the Complaint. If and to the extent that any of the allegations of paragraph 1 require a response, Snelborough denies the allegations.

### **JURISDICTION AND VENUE**

2. Snelborough neither admits nor denies the allegations contained in paragraph 2 of the Complaint as they set forth conclusions of law to which no responsive pleading is required. If and to the extent any of the allegations of paragraph 2 require a response, Snelborough denies the allegations.

3. Except to deny that Snelborough is authorized to and does engage in consistent and ongoing business in the State of New York, Snelborough neither admits nor denies the allegations contained in paragraph 3 of the Complaint.

### **PARTIES**

4. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and, therefore, denies the allegations.

5. Snelborough neither admits nor denies the allegations contained in paragraph 5 of the Complaint as they set forth conclusions of law to which no responsive pleading is required.

6. Snelborough neither admits nor denies the allegations contained in paragraph 6 of the Complaint as they set forth conclusions of law to which no responsive pleading is required.

7. Snelborough neither admits nor denies the allegations contained in paragraph 7 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 7 require a response, Snelborough denies the allegations.

8. Snelborough neither admits nor denies the allegations contained in paragraph 8 of the Complaint as the allegations are not directed towards Snelborough.

9. Snelborough neither admits nor denies the allegations contained in paragraph 9 of the Complaint as they set forth the conclusion of law.

10. Snelborough admits that he was employed by Continental Airlines, Inc.

### **FACTUAL ALLEGATIONS**

11. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies the allegations.

12. Snelborough admits that he was a manager and that when his shift and plaintiff's shift were the same, Snelborough was plaintiff's manager during that shift. Except as so admitted, Snelborough denies the allegations contained in paragraph 12 of the Complaint.

13. Snelborough denies the allegations contained in paragraph 13 of the Complaint.

14. Snelborough denies the allegations contained in paragraph 14 of the Complaint.

15. Snelborough admits that he requested that plaintiff give him her identification badge in connection with his duties as a manager. Except as so admitted, Snelborough denies the allegations contained in paragraph 15 of the Complaint.

16. Snelborough denies the allegations contained in paragraph 16 of the Complaint.

17. Snelborough denies the allegations contained in paragraph 17 of the Complaint.

18. Snelborough denies the allegations contained in paragraph 18 of the Complaint.

19. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies the allegations.

20. Snelborough denies the allegations contained in paragraph 20 of the Complaint.

21. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies the allegations.

22. Snelborough neither admits nor denies the allegations contained in paragraph 22 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 22 require a response, Snelborough denies the allegations.

23. Snelborough neither admits nor denies the allegations contained in paragraph 23 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 23 require a response, Snelborough denies the allegations.

24. Snelborough neither admits nor denies the allegations contained in paragraph 24 of the Complaint as the allegations are not directed towards Snelborough.

If and to the extent that any of the allegations of paragraph 24 require a response, Snelborough denies the allegations.

25. Snelborough neither admits nor denies the allegations contained in paragraph 25 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 25 require a response, Snelborough denies the allegations.

26. Snelborough denies the allegations contained in paragraph 26 of the Complaint.

27. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27 of the Complaint and, therefore, denies the allegations.

**FIRST CAUSE OF ACTION**

(Discrimination based upon Sexual Harassment under the NYSHRL)

28. Snelborough repeats and realleges his responses to paragraphs 1 through 27 as if set forth herein.

29. Snelborough denies the allegations contained in paragraph 29 of the Complaint.

30. Snelborough neither admits nor denies the allegations contained in paragraph 30 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 30 require a response, Snelborough denies the allegations.

31. Snelborough neither admits nor denies the allegations contained in paragraph 31 of the Complaint as the allegations are not directed towards Snelborough. If and to the extent that any of the allegations of paragraph 31 require a response, Snelborough denies the allegations.

32. Snelborough denies the allegations contained in paragraph 32 of the Complaint.

33. Snelborough denies the allegations contained in paragraph 33 of the Complaint.

34. Snelborough denies the allegations contained in paragraph 34 of the Complaint.

35. Snelborough denies the allegations contained in paragraph 35 of the Complaint.

**SECOND CAUSE OF ACTION**  
(NYCHRL-Discrimination Based on Sexual Harassment)

36. Snelborough repeats and realleges his responses to paragraphs 1 through 35 as if set forth herein.

37. Snelborough denies the allegations contained in paragraph 37 of the Complaint.

38. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies the allegations.

39. Snelborough denies the allegations contained in paragraph 39 of the Complaint.

40. Snelborough denies the allegations contained in paragraph 40 of the Complaint.

41. Snelborough denies the allegations contained in paragraph 41 of the Complaint.

42. Snelborough denies the allegations contained in paragraph 42 of the Complaint.

43. Snelborough denies the allegations contained in paragraph 43 of the Complaint.

**THIRD CAUSE OF ACTION**

(NJLAD-Discrimination Based Upon Sexual Harassment)

44. Snelborough repeats and realleges his responses to paragraphs 1 through 43 as if set forth herein.

45. Snelborough denies the allegations contained in paragraph 45 of the Complaint.

46. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies the allegations.

47. Snelborough denies the allegations contained in paragraph 47 of the Complaint.

48. Snelborough denies the allegations contained in paragraph 48 of the Complaint.

49. Snelborough denies the allegations contained in paragraph 49 of the Complaint.

50. Snelborough denies the allegations contained in paragraph 50 of the Complaint.

51. Snelborough denies the allegations in paragraph 51 of the Complaint.

**FOURTH CAUSE OF ACTION**  
(NYSHRL-Discrimination Based On Gender)

52. Snelborough repeats and realleges his responses to paragraphs 1 through 52 as if set forth herein.

53. Snelborough denies the allegations contained in paragraph 53 of the Complaint.

54. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies the allegations.

55. Snelborough denies the allegations contained in paragraph 55 of the Complaint.

56. Snelborough denies the allegations contained in paragraph 56 of the Complaint.

57. Snelborough denies the allegations contained in paragraph 57 of the Complaint.



58. Snelborough denies the allegations contained in paragraph 58 of the Complaint.

59. Snelborough denies the allegations in paragraph 59 of the Complaint.

**FIFTH CAUSE OF ACTION**  
(NYCHRL-Discrimination Based On Gender)

60. Snelborough repeats and realleges his responses to paragraphs 1 through 59 as if set forth herein.

61. Snelborough denies the allegations contained in paragraph 61 of the Complaint.

62. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint and, therefore, denies the allegations.

63. Snelborough denies the allegations contained in paragraph 63 of the Complaint.

64. Snelborough denies the allegations contained in paragraph 64 of the Complaint.

65. Snelborough denies the allegations contained in paragraph 64 of the Complaint.

66. Snelborough denies the allegations contained in paragraph 66 of the Complaint.

67. Snelborough denies the allegations contained in paragraph 67 of the Complaint.

**SIXTH CAUSE OF ACTION**  
(NJLAD-Discrimination Based On Sex)

68. Snelborough repeats and realleges his responses to paragraphs 1 through 67 as if set forth herein.

69. Snelborough denies the allegations contained in paragraph 69 of the Complaint.

70. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint and, therefore, denies the allegations.

71. Snelborough denies the allegations contained in paragraph 71 of the Complaint.

72. Snelborough denies the allegations contained in paragraph 72 of the Complaint.

73. Snelborough denies the allegations contained in paragraph 73 of the Complaint.

74. Snelborough denies the allegations contained in paragraph 74 of the Complaint.

75. Snelborough denies the allegations contained in paragraph 75 of the Complaint.

**SEVENTH CAUSE OF ACTION**  
(NYSHRL, NYCHRL, and NJLAD – Retaliation)

76. Snelborough repeats and realleges his responses to paragraphs 1 through 75 as if set forth herein.

77. Snelborough denies the allegations contained in paragraph 77 of the Complaint.

78. Snelborough lacks knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint and, therefore, denies the allegations.

79. Snelborough denies the allegations contained in paragraph 79 of the Complaint.

80. Snelborough denies the allegations contained in paragraph 80 of the Complaint.

81. Snelborough denies the allegations contained in paragraph 81 of the Complaint.

82. Snelborough denies the allegations contained in paragraph 82 of the Complaint.

83. Snelborough denies the allegations contained in paragraph 83 of the Complaint.

#### **EIGHTH CAUSE OF ACTION**

(The State of New York Common Law Negligent Supervision and Retention)

84. Snelborough repeats and realleges his responses to paragraphs 1 through 83 as if set forth herein.

85. Snelborough denies the allegations contained in paragraph 85 of the Complaint.

86. Snelborough denies the allegations contained in paragraph 85 of the Complaint.

87. Snelborough denies the allegations contained in paragraph 87 of the Complaint.

88. Snelborough denies the allegations contained in paragraph 88 of the Complaint.

89. Snelborough denies the allegations contained in paragraph 89 of the Complaint.

90. Snelborough denies the allegations contained in paragraph 90 of the Complaint.

#### **NINTH CAUSE OF ACTION**

(The State of New Jersey Common Law-Negligent Hiring and Retention)

91. Snelborough repeats and realleges his responses to paragraphs 1 through 90 as if set forth herein.

92. Snelborough denies the allegations contained in paragraph 92 of the Complaint.

93. Snelborough denies the allegations contained in paragraph 93 of the Complaint.

94. Snelborough denies the allegations contained in paragraph 94 of the Complaint.

95. Snelborough denies the allegations contained in paragraph 95 of the Complaint.

96. Snelborough denies the allegations contained in paragraph 96 of the Complaint.

97. Snelborough denies the allegations contained in paragraph 97 of the Complaint.

**TENTH CAUSE OF ACTION**  
(NYSHRL-Discrimination by Snelborough Individually)

98. Snelborough repeats and realleges his responses to paragraphs 1 through 97 as if set forth herein.

99. Snelborough denies the allegations contained in paragraph 99 of the Complaint.

100. Snelborough denies the allegations contained in paragraph 100 of the Complaint.

101. Snelborough denies the allegations contained in paragraph 101 of the Complaint.

102. Snelborough denies the allegations contained in paragraph 102 of the Complaint.

103. Snelborough denies the allegations contained in paragraph 103 of the Complaint.

104. Snelborough denies the allegations contained in paragraph 104 of the Complaint.

105. Snelborough denies the allegations contained in paragraph 105 of the Complaint.

**ELEVENTH CAUSE OF ACTION**

(NYCHRL-Discrimination by Snelborough Individually)

106. Snelborough repeats and realleges his responses to paragraphs 1 through 105 as if set forth herein.

107. Snelborough denies the allegations contained in paragraph 107 of the Complaint.

108. Snelborough denies the allegations contained in paragraph 108 of the Complaint.

109. Snelborough denies the allegations contained in paragraph 109 of the Complaint.

110. Snelborough denies the allegations contained in paragraph 110 of the Complaint.

111. Snelborough denies the allegations contained in paragraph 111 of the Complaint.

112. Snelborough denies the allegations contained in paragraph 112 of the Complaint.

113. Snelborough denies the allegations contained in paragraph 113 of the Complaint.

**TWELFTH CAUSE OF ACTION**

(NJLAD-Discrimination by Snelborough Individually)

114. Snelborough repeats and realleges his responses to paragraphs 1 through 113 as if set forth herein.

115. Snelborough denies the allegations contained in paragraph 115 of the Complaint.

116. Snelborough denies the allegations contained in paragraph 116 of the Complaint.

117. Snelborough denies the allegations contained in paragraph 117 of the Complaint.

118. Snelborough denies the allegations contained in paragraph 118 of the Complaint.

119. Snelborough denies the allegations contained in paragraph 119 of the Complaint.

120. Snelborough denies the allegations contained in paragraph 120 of the Complaint.

121. Snelborough denies the allegations contained in paragraph 121 of the Complaint.

#### **DEMAND FOR JURY**

122. Snelborough repeats and realleges his responses to paragraphs 1 through 121 as if set forth herein.

123. Snelborough declines to respond to plaintiff's demand for a jury trial except to similarly demand a jury trial.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Defendant Snelborough demands judgment in his favor and against Plaintiff, dismissing the Complaint in its entirety and with prejudice, and

awarding Defendant his costs and attorneys' fees and any further relief deemed appropriate by the Court.

**FIRST SEPARATE DEFENSE**

This Court lacks personal jurisdiction over Snelborough.

**SECOND SEPARATE DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

**THIRD SEPARATE DEFENSE**

Plaintiff's alleged damages, if any, were attributable in whole or in part to her own conduct and not to the actions or inactions of Snelborough or Continental, its employees, agents or representatives.

**FOURTH SEPARATE DEFENSE**

Plaintiff has failed to avoid or mitigate her damages, if any.

**FIFTH SEPARATE DEFENSE**

Snelborough's alleged actions were not a proximate cause of or a substantial factor in any alleged injury suffered by plaintiff.

**SIXTH SEPARATE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations and is otherwise time barred by applicable law.

**SEVENTH SEPARATE DEFENSE**

Plaintiff would be unjustly enriched by any recovery.

**EIGHTH SEPARATE DEFENSE**

Plaintiff's claims are barred by the doctrines of waiver, laches and estoppel.



**NINTH SEPARATE DEFENSE**

Plaintiff's claim for punitive damages is barred by applicable law and would violate the Due Process Article of the United States Constitution.

**TENTH SEPARATE DEFENSE**

Plaintiff's claims are limited or barred, in whole or in part, by plaintiff's failure to exhaust her administrative remedies.

**ELEVENTH SEPARATE DEFENSE**

Any action of Snelborough with respect to plaintiff was based on legitimate, non-discriminatory business reasons.

**TWELFTH SEPARATE DEFENSE**

Plaintiff has selected an improper or inconvenient venue.

**THIRTEENTH SEPARATE DEFENSE**

Plaintiff's claims may be barred in whole or in part by the exclusivity of the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-8.

**FOURTEENTH SEPARATE DEFENSE**

Snelborough reserves the right to assert any other defenses that may become evident through investigation or discovery.

**WHEREFORE**, Defendant Snelborough demands judgment in his favor and against plaintiff, dismissing the Complaint in its entirety and with prejudice, and awarding defendant his costs and attorneys' fees and any further relief deemed appropriate by the Court.

**FISHER & PHILLIPS LLP**

430 Mountain Avenue

Murray Hill, New Jersey 07974

Telephone: (908) 516-1050

Facsimile: (908) 516-1051

e-mail: dstrand@laborlawyers.com

Attorneys for Defendant Samuel Snelborough

By: s/David E. Strand  
DAVID E. STRAND (DS4129)

Dated: July 31, 2008

**CERTIFICATE OF SERVICE**

I hereby certify that on this date I caused to be electronically filed the United States District Court for the Southern District of New York a copy of Defendant's Answer to Complaint, Demand for Jury Trial and Affirmative Defenses and a copy of the same to be mailed via first class mail to:

Robert C. Jacovetti, Esq.  
Frank & Associates  
500 Bi-County Boulevard, Suite 112N  
Farmingdale, New York 11735  
Attorneys for Plaintiff

Rosemary J. Bruno, Esq.  
Buchanan Ingersoll & Rooney PC  
620 Eighth Avenue, 23<sup>rd</sup> Floor  
New York, New York 10118-1669  
Attorneys for Defendant Continental Airlines, Inc.

**FISHER & PHILLIPS LLP**  
430 Mountain Avenue  
Murray Hill, New Jersey 07974  
Telephone: (908) 516-1050  
Facsimile: (908) 516-1051  
e-mail: dstrand@laborlawyers.com  
Attorneys for Defendant Samuel Snelborough

By: s/David E. Strand  
DAVID E. STRAND (DS4129)

Dated: July 31, 2008